

#### Notice of Foreclosure Sale.

Whereas, on the 14th day of January, A. D. 1893, George E. Riggs and Frances Lister, his wife, made, executed and delivered unto The Pecos Irrigation and Improvement Company, a corporation organized and existing under the laws of the State of Colorado, and doing business in the Territory of New Mexico, their mortgage deed, conveying the lands and property therein and heretofore described, situated in Eddy County, New Mexico, as security for the payment of one promissory note for the sum of one hundred dollars, with interest at the rate of six percent per annum, payable semi-annually, said company being payable in nine annual installments, the first installment being payable December 1st, 1893, which said mortgage was filed for record on the 23rd day of January, 1893, and recorded in Book two of mortgages, at page eighty-one of the records of the County of Eddy;

And, whereas, said mortgage contained a condition that the whole of the promissory note should, at the election of said company, become due and payable in case of failure to pay any part of said note or interest;

And, whereas, said mortgage contained a further condition that should default be made in the payment of any part of said note or interest, when due, or if said company should be compelled to pay any tax due upon said land, then said company might enter into and upon the land described in said mortgage, and sell and dispose of the same for the satisfaction of the aforesaid indebtedness, and the costs of foreclosure, in accordance with and pursuant to the terms of said mortgage, to-wit: the east half of the north-east quarter of the north-west quarter of section thirteen, township twenty-four, south of range twenty-eight east of the N. M. principal meridian, containing twenty acres, more or less, together with water right number 189, attached to the water right being subject to the conditions in the deed conveying the same to said mortgagor.

THE PELOS IRRIGATION AND IMPROVEMENT COMPANY.

By E. O. Faulkner,  
Vice-President.

December 12, 1896.

#### Notice of Foreclosure Sale.

Whereas, on the 3rd day of April, A. D. 1893, W. F. Jameson and Melissa Jameson, his wife, made, executed and delivered unto The Pecos Irrigation and Improvement Company, a corporation organized and existing under the laws of the State of Colorado, and doing business in the Territory of New Mexico, their mortgage deed, conveying to said company the land and property therein and heretofore described, situated in Eddy County, New Mexico, as security for the payment of the promissory notes hereinabove mentioned, and as security for the taxes hereinabove described; said mortgage having been filed for record on the 1st day of August, 1893, and recorded in book 2 of mortgages, at page 123 of the records of the County of Eddy;

And, whereas, said mortgage contained a condition that should default be made in the payment of any part of said note or interest, when due, or if said company should be compelled to pay any tax due upon said land, then said company might enter into and upon the land described in said mortgage, and sell and dispose of the same for the satisfaction of the aforesaid indebtedness, and the costs of foreclosure, in accordance with and pursuant to the terms of said mortgage, to-wit: the east half of the north-east quarter of the north-west quarter of section thirteen, township twenty-four, south of range twenty-eight east of the N. M. principal meridian, containing twenty acres, more or less, together with water right number 189, attached to the water right being subject to the conditions in the deed conveying the same to said mortgagor;

And, whereas, the installments due upon said note for the years 1894, 1895 and 1896, are unpaid;

And, whereas, said company has elected to declare the entire indebtedness aforesaid due and payable;

And, whereas, there is due upon said indebtedness the principal sum of eight hundred dollars, with interest and \$12.61 tax advanced as aforesaid;

And, therefore, said The Pecos Irrigation and Improvement Company hereby gives notice that on Thursday the 14th day of January, A. D. 1897, at the hour of two o'clock in the afternoon, at the front door of the court house of Eddy County, in the town of Eddy, Territory of New Mexico, it will sell at public auction, to the highest bidder for cash, the above described lands and water rights thereto attached, respectively, conveyed by said mortgage, for the satisfaction of the aforesaid indebtedness, and the costs of foreclosure, in accordance with and pursuant to the terms of said mortgage, to-wit: the east half of the north-east quarter of the north-west quarter of section thirteen, township twenty-four, south of range twenty-eight east of the N. M. principal meridian, containing twenty acres, more or less, together with water right number 189, attached to the water right being subject to the conditions in the deed conveying the same to said mortgagor.

THE PELOS IRRIGATION AND IMPROVEMENT COMPANY.  
By E. O. Faulkner,  
Vice-President.

December 12, 1896.

#### Notice of Foreclosure Sale.

Whereas, on 14th day of December, A. D. 1892, E. W. Dickens and E. C. Dickens, his wife, made, executed and delivered unto The Pecos Irrigation and Improvement Company, a corporation organized and existing under the laws of the State of Colorado, and doing business in the Territory of New Mexico, their mortgage deed, conveying the lands and property therein and heretofore described, situated in Eddy County, New Mexico, as security for the payment of one promissory note for the sum of four hundred and fifty dollars, with interest at the rate of six per cent per annum, payable semi-annually, said promissory note being payable in nine annual installments, the first installment being payable December 1st, 1892, which said mortgage was filed for record on the 20th day of December, at page 452 to 455 of the records of the County of Eddy;

And, whereas, said mortgage contained a condition that the whole of each and every note should, at the election of said company, become due and payable, although not due by the terms thereof, in case of failure to pay the taxes upon each particular tract when due or in case of failure to pay the interest and installments on each when due;

And, whereas, said mortgage contained a further condition that should default be made in the payment of said notes, or either thereof, or any part thereof, or interest thereto, when due, or if said company should be compelled to pay the taxes upon said land, then said company might fail to repay the same upon demand, and then said company might enter into and upon the particular tract as above described, with reference to which said failure occurred, and sell and dispose of the same for the satisfaction of the aforesaid indebtedness, and the cost of foreclosure, in accordance with and pursuant to the terms of said mortgage, to-wit: the east half of the north-east quarter of section thirteen, township twenty-four, south of range twenty-eight east of the N. M. principal meridian, containing forty acres, more or less, together with water right number 77, attached to the water right being subject to the conditions in the deed conveying the same to said mortgagor.

And, whereas, the installments due upon each of the said notes for the years 1893, 1894 and 1895 are unpaid; also, the semi-annual interest due thereon for the years 1893, 1894, 1895 and 1896; and the said mortgagors have failed to pay the taxes on each of said tracts of land for the year 1894, thereby compelling said company to pay the same and has not repaid them on demand;

And, whereas, said mortgage contained a further condition that should default be made in the payment of any part of said note or interest, when due, or if said company should be compelled to pay any tax due upon said land, then said company might enter into and upon the land described in said mortgage, and sell and dispose of the same for the satisfaction of the aforesaid indebtedness, and the costs of foreclosure, at public auction, to the highest bidder for cash, at the front door of the court house of Eddy County, New Mexico,

and hand over of the aforesaid tracts of land and the water rights thereto attached, which is now due and payable, in amounts following, that is to say,—on the said north-east quarter of the north-west quarter of said section eleven, the sum of seven hundred and forty-nine dollars and thirty-one cents for principal and interest due upon said note No. 184, the sum of four dollars and forty cents for taxes, aggregating the sum of seven hundred and forty-nine dollars and seventy cents; on the said north half of the south-west quarter of the north-west quarter of said section eleven, the sum of five hundred and ten dollars and sixty cents for principal and interest due upon said note No. 185; the sum of four dollars and forty cents for taxes, aggregating the sum of five hundred and ten dollars and fifteen cents;

And, whereas, the installments due upon said note for the years 1893, 1894, 1895 and 1896 are unpaid;

And, whereas, said company has elected to declare the entire indebtedness aforesaid due and payable;

And, whereas, there is now due upon said indebtedness the principal sum of four hundred and fifty dollars, with interest at the rate of six per cent per annum, payable semi-annually, said promissory note being payable in nine annual installments, the first installment being payable December 1st, 1892, which said mortgage was filed for record on the 20th day of December, at page 452 to 455 of the records of the County of Eddy;

And, whereas, the installments due upon said note for the years 1893, 1894, 1895 and 1896 are unpaid;

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